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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ORANGE COUNTY COASTKEEPER, a
California non-profit public benefit
corporation,

Plaintiff,

v.

TWI- TECHNO WEST, INC., a
corporation

Defendant.

Case No. 8:24-cv-02768-SRM-ADS

CONSENT DECREE

**(Federal Water Pollution Control Act,
33 U.S.C. §§ 1251 et seq.)**

CONSENT DECREE

The following consent decree (“Consent Decree”) is entered into by and between Orange County Coastkeeper (“Coastkeeper”) and TWI- Techno West, Inc. (“Techno West”) (hereinafter, “Defendant”). The entities entering into this Consent Decree are each an individual “Settling Party” and collectively are the “Settling Parties.”

WHEREAS, Orange County Coastkeeper is a non-profit public benefit corporation;

WHEREAS, Coastkeeper is dedicated to the protection of swimmable, drinkable, fishable water, and the promotion of watershed resilience throughout Orange County, including the Anaheim Bay/Huntington Harbour watershed;

WHEREAS, Techno West is the current operator of the facility located at 1391 S. Allec Street, Anaheim, CA 92805 (the “Facility”);

WHEREAS, Coastkeeper alleges that Defendant's operations at the Facility result in discharges of pollutants into waters of the United States and are regulated by the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

WHEREAS, discharges from the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board] Water Quality Order No. 97-03-DWQ, as amended by Order No. 2014-0057-DWQ, as amended by Order No. 2015-0122-DWQ, as subsequently amended by Order No. 2018-0028-DWQ (effective July 1, 2020) (collectively, as amended, and as may be subsequently amended from time to time, the “General Permit” or the “Permit”), issued pursuant to Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. (the “Clean Water Act” or the “CWA”);

WHEREAS, the General Permit requires all permittees, including Defendant, to comply with, *inter alia*, the following mandates: (1) develop and implement a storm water pollution prevention plan (“SWPPP”), (2) control pollutant discharges using, as applicable, best available technology economically achievable (“BAT”) or best

1 conventional pollutant control technology (“BCT”) to prevent or reduce pollutants
2 through the development and application of Best Management Practices (“BMPs”),
3 which must be included and updated in the SWPPP, (3) when necessary, implement
4 additional BMPs or other control measures as necessary to comply with any and all
5 applicable receiving water limitations, including the Santa Ana Basin Plan, and/or other
6 requirements set forth in the Permit, including compliance with the Criteria for Priority
7 Toxic Pollutants in the State of California (“CTR”), 40 C.F.R. § 131.38, as applicable,
8 and (4) implement a monitoring and reporting program designed to assess compliance
9 with the Permit;

10 **WHEREAS**, on October 23, 2024, Coastkeeper issued a notice letter (the “Notice
11 Letter”) to Defendants, their registered agents, the Administrator of the United States
12 Environmental Protection Agency (“EPA”), the Executive Director of the State Water
13 Resources Control Board (the “State Water Board”), the Executive Officer of the Santa
14 Ana Regional Water Quality Control Board (the “Regional Water Board”), the Regional
15 Administrator of EPA Region IX, and the U.S. Attorney General alleging violations of
16 the General Permit and Clean Water Act at the Facility;

17 **WHEREAS**, on December 23, 2024, Coastkeeper filed a Complaint against
18 Defendants (the “Complaint”) in the United States District Court for the Central District
19 of California (Civil Case No. 8:24-cv-02768-FWS-ADS) (hereinafter, the “Action”);

20 **WHEREAS**, Coastkeeper alleges that Defendant is violating the substantive and
21 procedural requirements of the General Permit and Clean Water Act;

22 **WHEREAS**, Defendant denies each of Coastkeeper’s claims in the Notice Letter
23 and the Complaint;

24 **WHEREAS**, the Settling Parties agree it is in their mutual interest to enter into a
25 Consent Decree in this Action setting forth terms and conditions appropriate to resolving
26 the allegations set forth in the Notice Letter and the Complaint without further
27 proceedings;
28

1 **WHEREAS**, Defendant agrees to comply with the current version of the General
2 Permit;

3 **WHEREAS**, capitalized terms used but not defined herein shall have the
4 meanings ascribed to them in the General Permit; and

5 **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree shall
6 be made in compliance with all applicable Federal and State laws and local rules and
7 regulations.

8 **NOW THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
9 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**
10 **FOLLOWS:**

11 1. The Court has jurisdiction over the subject matter of this action pursuant to
12 Section 505(a)(1)(A) of the Clean Water Act, 33 U.S.C. § 1365(a)(1)(A).

13 2. Venue is appropriate in the U.S. District Court for the Central District of
14 California pursuant to Section 505(c)(1) of the Clean Water Act, 33 U.S.C. § 1365(c)(1),
15 because the Facility is located within this District.

16 3. The Complaint states claims upon which relief may be granted pursuant to
17 Section 505(a)(1) of the Clean Water Act, 33 U.S.C. § 1365(a)(1).

18 4. Coastkeeper has standing to bring the Clean Water Act claims raised in the
19 Notice Letter and Complaint.

20 5. The Court shall retain jurisdiction over this matter for purposes of enforcing
21 the terms of this Consent Decree for the Term of the Consent Decree, or as long thereafter
22 as is necessary for the Court to resolve any motion to enforce this Consent Decree.

23 **I. AGENCY REVIEW AND TERM OF CONSENT DECREE**

24 6. Coastkeeper shall submit this Consent Decree to the United States Department
25 of Justice and EPA (collectively, the “Federal Agencies”) within three business days of
26 the final signature of the Settling Parties for agency review consistent with 40 C.F.R. §
27 135.5. The Federal Agencies’ review period expires forty-five days after receipt of this
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1 Consent Decree by the Federal Agencies, as evidenced by certified mail return receipts
2 or other tracking information, copies of which shall be provided to Defendant.

3 7. Following expiration of the Federal Agencies' forty-five-day review period,
4 Coastkeeper shall submit the Consent Decree to the Court for entry.

5 8. The term "Effective Date" as used in this Consent Decree shall be the date
6 of entry of this Consent Decree by the Court. To the extent permitted by law, if, after the
7 end of the forty-five day review period referenced in Paragraph 6, *supra*, the Settling
8 Parties agree to request immediate entry of this Consent Decree by the Court and if, after
9 fourteen days, the Court has not entered the Consent Decree, the Settling Parties agree
10 that any party to this agreement may request a hearing before the Court to seek entry of
11 the Consent Decree.

12 9. This Consent Decree shall terminate three years after the Effective Date unless
13 (i) an Action Plan (as hereinafter defined in Paragraph 21 below) is required per
14 Paragraph 20 below, in which case the Consent Decree will terminate one year after
15 complete implementation of the measures described in the Action Plan and/or (ii) if there
16 is an ongoing, unresolved formal dispute regarding Defendant's compliance with this
17 Consent Decree, in which case the Consent Decree will terminate within fifteen days'
18 notice by Coastkeeper that the dispute has been fully resolved (the occurrence of any of
19 the above hereinafter being the "Termination Date," as applicable). The length of time
20 between the Effective Date and the Termination Date shall be the "Term."

21 10. Notwithstanding Paragraph 9 above, if Techno West should cease operations
22 or not otherwise maintain activities regulated by the General Permit at all or a portion of
23 the Facility, and file a Notice of Termination ("NOT") for the Facility under the General
24 Permit before the Termination Date, Techno West shall send Coastkeeper a copy of the
25 proposed NOT form concurrent with submittal of the same to the Regional Water Quality
26 Control Board, Santa Ana Region ("Regional Board"). In the event of an NOT, the
27 Consent Decree will terminate upon the Regional Board's approval of the NOT, except
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1 with respect to the monetary provisions of this Consent Decree. Within ten days of the
2 Regional Board's approval of the NOT, Techno West shall notify Coastkeeper in writing
3 of the approval and promptly pay any remaining amounts hereunder.

4 **II. COMMITMENTS OF THE SETTLING PARTIES**

5 **A. Storm Water Pollution Control Best Management Practices**

6 11. In addition to maintaining the current BMPs at the Facility, Techno West
7 shall develop and implement the BMPs identified herein, as well as any other BMPs
8 necessary to comply with the provisions of this Consent Decree and the General Permit.
9 Specifically, Techno West shall develop and implement BMPs to prevent and/or to
10 reduce contamination in storm water discharged from the Facility consistent with BAT
11 and BCT and/or when necessary to support attainment of water quality standards
12 ("WQS").

13 12. Techno West shall develop and fully implement the following BMPs at the
14 Facility:

15 12.1. Hydrologic and Hydraulic Analysis. Within sixty days of the Effective
16 Date, Techno West shall perform a hydrologic and hydraulic analysis to
17 support an assessment of the adequacy of the Facility's currently installed
18 storm water treatment system to treat runoff pursuant to the design storm
19 standard as defined in the General Permit Section X.H.6

20 12.1.1. Within thirty days of the completion of the hydrologic and
21 hydraulic analysis, if the assessment shows that the treatment system
22 cannot treat runoff pursuant to the design storm standard as defined in
23 the General Permit, Techno West shall prepare and submit to
24 Coastkeeper an upgrade proposal to upgrade the treatment system to
25 meet that design storm standard. Coastkeeper shall have thirty days
26 upon receipt of Techno West's upgrade proposal to provide Techno
27 West with comments. Within thirty days of receiving Coastkeeper's
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1 comments on the upgrade proposal, Techno West shall accept
2 Coastkeeper's comments, or, alternatively, justify in writing why any
3 comment is not being incorporated. Any disputes as to the adequacy
4 of the upgrade proposal and/or Techno West's failure to incorporate
5 Coastkeeper's comments shall be resolved pursuant to the dispute
6 resolution provisions of this Consent Decree, set out in Section IV
7 below. Techno West shall implement the agreed-upon upgrade within
8 sixty days of Techno West and Coastkeeper reaching an agreement.

9 12.2. Flow Direction. Within ninety days of the Effective Date, Techno West
10 shall:

11 12.2.1. Install a permanent berm along a portion of the northeast
12 property line as depicted in the Facility map attached hereto as Exhibit
13 A;

14 12.2.2. Divert storm water flows from the east side of the storage area
15 identified in Exhibit A to the trench drain for pumping to the treatment
16 system.

17 12.3. Filter Socks. Within sixty days of the Effective Date, or as soon thereafter
18 as sufficient precipitation occurs to do so, Techno West shall determine the
19 appropriate filter media that will have the greatest potential to treat pollutants
20 identified in Table 1 of this Consent Decree.

21 12.3.1. Upon selection of filter media, prior to a storm event with a
22 fifty percent or more probability of delivering at least 0.10 inches of
23 rain, Techno West shall install a linear media filter ("sock") around
24 the drain inlet to the treatment system in such a way that runoff passes
25 through at least two rows of socks;

12.3.2. If there is any possibility of potential damage from equipment or vehicle traffic, Techno West must install safety cones around the filter socks;

12.3.3. Techno West shall remove filter socks after the rain event has ceased to prevent degradation from sun exposure, damage from equipment or vehicles, media deterioration, or attracting rodents;

12.3.4. Techno West shall develop and incorporate into the SWPPP a maintenance procedure for the filter socks that specifies the timeline for drying filter socks, cleaning debris from underneath filter socks, and replacing filter socks as required to maintain their maximum efficacy;

12.4. Sweeping. Techno West shall maintain daily sweeping with the Facility's mechanical sweeper, supplemented by manual sweeping in areas inaccessible with the mechanical sweeper, and conduct sweeping by regenerative air or vacuum equipment at least twice monthly;

13. Area South of the Railroad Track. Within thirty days of the Effective Date, Techno West shall update its SWPPP to include an NEC Checklist for the area south of the railroad track to confirm that none of the industrial materials or activities listed in the NEC Checklist are, or will be in the foreseeable future, exposed to precipitation. The area south of the railroad track is identified in Exhibit A;

13.1.1. Techno West shall conduct visual inspections during at least four Qualifying Storm Events ("QSEs") as defined by the General Permit to determine if any stormwater runoff from the area south of the railroad track identified in Exhibit A commingles with industrial storm water and flows off-site. Visual inspections must be documented with photographs and videos provided to Coastkeeper in accordance with Paragraph 28. If a discharge of industrial stormwater is observed

1 from the area south of the railroad track, Techno West must eliminate
2 the industrial storm water from the area south of the railroad track, or
3 divert the flows to the treatment system, or sample the industrial storm
4 water subject to and consistent with the General Permit and Action
5 Plan requirements of this Consent Decree. If the Facility is diverting
6 the flows to the treatment system, the Facility must ensure that the
7 treatment system is designed to accommodate the additional flows.

8 14. Confirmation of Completion. Techno West shall provide Coastkeeper with
9 written documentation, including photographs, demonstrating that the required BMPs
10 have been implemented in compliance with Paragraphs 12.1 through 12.4 above within
11 thirty days of completion in each case.

12 **B. Storm Water Sampling**

13 15. Sampling. The following storm water monitoring procedures shall be
14 implemented at the Facility:

15 15.1. Frequency. Techno West shall collect samples from at least four QSEs as
16 defined by the General Permit per Reporting Year¹, and analyze for all
17 parameters identified in Table 1 below. Techno West shall sample at least
18 two QSEs during each half of the Reporting Year. If Defendants are unable
19 to collect samples from at least two QSEs during the first half of the Reporting
20 Year, Defendants shall make every effort to collect all four samples in the
21 second half of the Reporting Year.

22 15.2. Documentation. To document the storm water discharge and discharge
23 location, an employee shall take photographs of the storm water discharge
24 and discharge location when samples are collected (the “Sampling
25 Photographs”).

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27
28 ¹ Reporting Year is defined as between July 1 – June 30.

1 15.3. Rain Gauge. Techno West shall maintain a recording rain gauge capable of
2 recording rainfall to 0.1 inches. Techno West shall maintain the recording
3 rain gauge in accordance with the manufacturers' recommendations, maintain
4 records of all maintenance and rain data, and provide such rain gauge data to
5 Coastkeeper as described below in Paragraph 28.

6 15.4. Parameters. All samples collected pursuant to this section shall be analyzed
7 for the parameters listed in Table 1 herein.

8 15.5. Lab. Except for pH samples, a laboratory accredited by the State of
9 California shall analyze all samples collected pursuant to this Consent
10 Decree. Unless otherwise required by the General Permit, analysis of pH shall
11 be completed onsite using a calibrated instrument for pH in accordance with
12 the manufacturer's instructions.

13 15.6. Detection Limits. Techno West shall require that the laboratory use
14 analytical methods adequate to detect the individual parameters at or below
15 the values specified in Table 1 or the General Permit, whichever is lower.

16 15.7. Holding Time. All samples collected from the Facility shall be delivered to
17 the laboratory and analyzed within the holding times required in 40 C.F.R.
18 Part 136.

19 15.8. Results. Techno West shall request that sample-analysis results and
20 associated chain of custody forms be reported to them within thirty business
21 days of laboratory receipt of the sample.

22 15.9. Reporting. No later than thirty days from receipt of the complete laboratory
23 report, Techno West shall (i) submit sampling results to the State Board's
24 Stormwater Multiple Application and Report Tracking System website
25 ("SMARTS") and (ii) provide the complete lab results to Coastkeeper.
26 Techno West shall also submit the Sampling Photographs to Coastkeeper
27 when it submits the sampling results.
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1 **C. Visual Observations**

2 16. Storm Water Discharge Observations. During the Term of this Consent
3 Decree, Techno West shall conduct visual observations during each QSE that is sampled.

4 17. Non-Storm Water Discharge Observations. During the Term of this Consent
5 Decree, Techno West shall conduct monthly non-storm water visual observations
6 pursuant to the General Permit.

7 18. Visual Observation Records. Techno West shall maintain observation
8 records to document compliance with Paragraphs 16 and 17 above and shall provide
9 Coastkeeper with copies of such records as described in Paragraph 28.

10 **D. Employee Training**

11 19. Within thirty days of the Effective Date, Techno West shall develop and
12 implement an employee training program that meets the following requirements and
13 ensures: (1) there are a sufficient number of employees at the Facility designated to
14 achieve compliance with the General Permit and this Consent Decree (hereinafter
15 referenced as “Designated Employees” or “DE”); (2) such Designated Employees are
16 properly trained to perform the required activities to maintain compliance with the
17 General Permit, the Facility’s SWPPP, and this Consent Decree; and (3) all full-time
18 regular (non-temporary) non-clerical Techno West employees at the Facility (hereinafter
19 referenced as “ALL Employees”) receive basic information regarding storm water
20 housekeeping and best practices (the “Training Program”). At a minimum, the Training
21 Program shall include the following:

22 19.1. Non-Storm Water Discharges. Designated Employees shall be
23 trained on the General Permit’s prohibition of non-storm water
24 discharges so that Designated Employees know what non-storm
25 water discharges are, that non-storm water discharges can result from
26 improper surface washing or the release of any substance from the
27 property, and how to detect and prevent non-storm water discharges.
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1 19.2. The SWPPP and BMPs. Techno West shall train all Designated
2 Employees on the SWPPP and, specifically, BMP implementation
3 and/or maintenance, such as filter sock deployment and maintenance,
4 as applicable, to ensure BMPs are implemented effectively to prevent
5 the exposure of pollutants to storm water and prevent the discharge
6 of contaminated storm water from the Facility. Designated
7 Employees shall be trained on proper operational procedures and
8 control measures. All training of Designated Employees must include
9 the requirements of the General Permit and this Consent Decree
10 including the additional BMPs outlined in Paragraph 12 above.

11 19.3. Storm Water Sampling. Techno West shall designate an adequate
12 number of Designated Employees necessary to collect storm water
13 samples as required by this Consent Decree and the General Permit.
14 The Training Program shall include training of Designated
15 Employees sufficient to ensure: (i) proper sampling protocols,
16 including chain of custody requirements, are followed at all times
17 and, (ii) storm water samples are properly collected, stored, and
18 submitted to a certified laboratory.

19 19.4. Training Implementation. Training of at least two Designated
20 Employees (hereinafter referenced as “Designated Trainers”) shall be
21 provided by a Qualified Industrial Storm Water Practitioner (a
22 “QISP,” as defined in Section IX.A of the Permit) familiar with the
23 requirements of this Consent Decree and the General Permit. The
24 Designated Trainers and/or the QISP shall provide the training set
25 forth in this Paragraph 19.

26 19.5. Language. The Training Program shall be conducted, and all training
27 materials shall be made available, in the language in which the
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employee(s) participating in the Training Program are fluent. If necessary to accomplish the foregoing or where translation would contribute to: (i) staff comprehension of the Training Program and/or, (ii) compliance with this Consent Decree and the General Permit. Techno West shall provide translation services at training sessions and translate training materials where necessary.

19.6. Training Program Frequency – DE Employees. The Training Program shall be repeated annually or more frequently as necessary to ensure all Designated Employees are familiar with the requirements of this Consent Decree and the General Permit. Designated Employees shall receive training prior to assuming responsibilities under the General Permit or this Consent Decree.

19.7. Training Program Frequency – ALL Employees. ALL Employees who have not received training shall receive initial training to ensure they receive enough information regarding storm water housekeeping and best practices to comply with this Consent Decree and the General Permit. ALL Employees who are new shall receive this training within six months of hiring. The past training for ALL Employees does not need to be documented. Any future training of ALL Employees must be documented.

19.8. Training Records. Techno West shall maintain training records to document compliance with this section and shall provide Coastkeeper with a copy of such records as described in Paragraph 28.

E. Reduction of Pollutants in Discharges

20. Storm Water Contaminant Reduction. Techno West shall develop and implement BMPs such that contaminants in storm water discharges from the Facility maintain concentrations that are equal to or less than the values set forth in Table 1 below

(the “Table 1 Values”). Failure to achieve Table 1 Values shall not be deemed a violation of the Permit or this Consent Decree so long as Techno West continues to make timely and diligent efforts as required by the Permit and this Consent Decree to further reduce the level of pollutants in the discharges. Starting in the 2025-2026 Reporting Year, any two exceedances of the same Table 1 Value at the Discharge Location in a Reporting Year shall trigger the Action Plan requirements set forth in Paragraph 21 below. However, the Action Plan requirements shall not be triggered by exceedances of dissolved zinc; dissolved copper; and the pH limit with the Basin Plan source of limit.

Table 1. Numeric Values for Storm Water Discharges¹

Parameter	Limit	Source of Limit
pH	6.5 – 8.5 S.U.	Basin Plan
pH	6.0 – 9.0 pH units	Permit NAL
Total Suspended Solids	100 mg/L	Permit NAL
Oil and Grease	15 mg/L	Permit NAL
Iron, Total	1.0 mg/L	Permit NAL
Zinc, Total	0.26 mg/L	Permit NAL
Zinc, Dissolved	0.12 mg/L	California Toxics Rule
Nitrate + Nitrite (as Nitrogen)	0.68 mg/L	Permit NAL
Lead, Total	0.262 mg/L	Permit NAL
Copper, Total	0.0332 mg/L	Permit NAL
Copper, Dissolved	0.013 mg/L	California Toxics Rule

Coastkeeper agrees if any Table 1 parameter is not detected from the Discharge Location in four consecutive QSEs, then that parameter will be removed from Table 1 in this Consent Decree for the remainder of its Term.² Coastkeeper also agrees that if total copper is below the Permit NAL for four consecutive QSEs, then total copper will be removed from Table 1 in this Consent Decree for the remainder of its Term.

21. Action Plan. In the event the requirement to prepare an Action Plan is triggered at the Facility pursuant to Paragraph 20 above, Techno West shall prepare and submit to Coastkeeper a plan for reducing and/or eliminating the discharge of the parameter(s) in question during the next Reporting Year (an “Action Plan”). In any year

² Not detected shall be identified as either non-detect (“ND”) or a value less than the laboratory detection limit.

1 that an Action Plan is required, such Action Plan shall be submitted by July 1 following
2 the sample results that triggered the Action Plan. No more than one Action Plan will be
3 required in any given year.

4 21.1. Requirements. Each Action Plan submitted shall include, at a
5 minimum: (1) the identification of the contaminant(s) discharged in
6 excess of the Table 1 Value(s), (2) an assessment of the source of
7 each contaminant exceedance, (3) the identification of additional
8 BMPs that shall be implemented to achieve compliance with the
9 Table 1 Value(s), and (4) time schedules for implementation of the
10 proposed BMPs. The time schedule(s) for implementation shall
11 ensure all BMPs are implemented as soon as possible, but in no event
12 later than October 1 following the submittal of the Action Plan, unless
13 a later implementation date is mutually agreed upon by the Settling
14 Parties.

15 21.2. Action Plan Review. Coastkeeper shall have thirty days upon receipt
16 of Techno West's Action Plan to provide Techno West with
17 comments. Within thirty days of receiving Coastkeeper's comments
18 on an Action Plan, Techno West shall accept and incorporate
19 Coastkeeper's comments into the Action Plan, or, alternatively,
20 justify in writing why any comment is not being incorporated. Any
21 disputes regarding the adequacy of a particular BMP shall not impact
22 the schedule for implementing any other BMP set forth in the Action
23 Plan. Any disputes as to the adequacy of the Action Plan and/or
24 Techno West's failure to incorporate Coastkeeper's comments shall
25 be resolved pursuant to the dispute resolution provisions of this
26 Consent Decree, set out in Section IV below.

27 22. Techno West shall revise the Facility's SWPPP within thirty days of
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1 implementing the Action Plan to reflect the changes in the Action Plan. Techno West
2 shall notify Coastkeeper in writing when the Action Plan has been implemented and shall
3 submit the revised SWPPP to Coastkeeper for review and comment as set out in
4 Paragraphs 25 and 26 below.

5 23. Action Plan Payments. If Techno West is required to submit an Action Plan
6 to Coastkeeper in accordance with Paragraphs 20 and 21 above, the cost for
7 Coastkeeper's review is incorporated into Techno West's Compliance Monitoring and
8 Oversight payment pursuant to Paragraph 31.

9 **F. Storm Water Pollution Prevention Plan ("SWPPP")**

10 24. SWPPP. Within thirty days of the Effective Date, Techno West shall amend
11 the Facility's SWPPP to incorporate the requirements of the General Permit and this
12 Consent Decree.

13 25. Revising the SWPPP. Techno West shall revise the Facility's SWPPP if
14 there are any significant changes in the Facility's operations, including but not limited to
15 changes to storm water discharge point(s) or significant changes/additions to the BMPs
16 at the Facility, within thirty days of the occurrence of any of the above-listed events.

17 26. Commenting on Revised SWPPPs. Techno West shall submit each revised
18 SWPPP to Coastkeeper for review and comment within thirty days of its completion.
19 Coastkeeper shall provide comments, if any, to Techno West within thirty days of receipt
20 of the SWPPP. Within thirty days of receiving Coastkeeper's comments on the SWPPP,
21 Techno West shall accept and incorporate Coastkeeper's comments into the SWPPP or,
22 alternatively, justify in writing why any comment is not being incorporated. Any disputes
23 as to the adequacy of a SWPPP and/or Techno West's failure to incorporate
24 Coastkeeper's comments shall be resolved pursuant to the dispute resolution provisions
25 of this Consent Decree, set out in Section IV below.

26 **G. Compliance Monitoring and Reporting**

27 27. Site Inspections. Coastkeeper and its representatives may conduct one wet
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1 weather site inspection and one dry weather site inspection per year at the Facility during
2 the Term of this Consent Decree. In the event of a dispute between the Settling Parties
3 regarding Techno West's compliance with this Consent Decree, and provided a site
4 inspection would be relevant to resolving such dispute, the Settling Parties agree to meet
5 and confer regarding an additional site inspection. Coastkeeper shall not unreasonably
6 request, and Techno West shall not unreasonably deny, the additional site inspection.

7 27.1. The site inspections shall occur Monday through Friday, excluding
8 Federal and religious holidays, between 9:00 a.m. and 4:00 p.m.
9 Coastkeeper shall provide Techno West with no less than seventy-
10 two hours' notice before any site inspection. Notice will be provided
11 via electronic mail to the notice recipient(s) designated in Paragraph
12 46 below. For any site inspection requested to occur in wet weather,
13 Coastkeeper shall be entitled to adjust timing during normal business
14 hours or reschedule the inspection for an alternative date during
15 normal business hours if the forecast changes and anticipated
16 precipitation appears unlikely, and thus frustrates the purpose of
17 visiting the Facility in wet weather. As used throughout this
18 Paragraph 27.1, "normal business hours" shall mean and refer to the
19 Facility operating hours as identified in the Facility's SWPPP. For
20 any site inspection requested to occur during dry weather, either party
21 shall have the option to reschedule within a reasonable time-period,
22 not to exceed thirty days from the requested date. Coastkeeper and
23 Techno West agree to meet in good faith to accommodate the needs
24 and schedules of both parties and their representatives to facilitate
25 any dry weather inspection.

26 27.2. During the site inspections, Coastkeeper shall be allowed access to
27 the Facility's SWPPP, storm water monthly visual observation
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1 records, storm water employee training records, and other storm
2 water monitoring records, reports, Sampling Photographs (as defined
3 above), and storm water sampling data for the Facility.

4 27.3. Coastkeeper shall limit inspection participants to three individuals,
5 all of whom agree to execute the attached Release and Waiver
6 (Exhibit B) prior to entering the Facility. Subject to the terms of the
7 Site Visit Agreement previously signed and dated by Orange County
8 Coastkeeper on January 30, 2025 (“Site Visit Agreement”), during
9 the site inspections, Coastkeeper may inspect and collect samples of
10 storm water discharges from the Facility and take photos and/or
11 videos related to General Permit and/or Consent Decree compliance.
12 Further, Plaintiff shall not disclose any information (e.g., photos,
13 videos, sample data) obtained as a result of a site inspection to any
14 third party, except that such information may be disclosed to: (a) a
15 consultant for the limited purpose of assessing the Facility’s storm
16 water pollution control program; and/or (b) the District Court as part
17 of enforcing compliance with this Consent Decree. A certified
18 California laboratory shall analyze samples collected by Coastkeeper
19 and copies of the lab reports and photographs shall be provided to
20 Techno West within five business days of Coastkeeper’s receipt.
21 Subject to the terms of the Site Visit Agreement, within seven days
22 after a site inspection, Coastkeeper shall provide Techno West with a
23 duplicate set of any photographs and videos that were taken.

24 **H. Reporting and Document Provision**

25 28. During the Term of this Consent Decree, any documents described herein
26 shall be provided to Coastkeeper within fourteen days of Coastkeeper’s written request.

27 29. During the Term of this Consent Decree, Techno West shall provide
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1 Coastkeeper with a copy of all documents, monitoring and/or sampling data, written
2 communications, and/or correspondence related to Permit compliance at the Facility that
3 are submitted to the Regional Water Board, State Water Board, and/or any Federal, State,
4 or local agency, county, or municipality. Such reports and documents shall be provided
5 to Coastkeeper concurrently as they are sent to the agencies, counties, and/or
6 municipalities.

7 30. Any documents, written communications, and/or correspondence related to
8 Techno West's compliance with the General Permit received by Techno West from any
9 Federal, State, or local agency, county or municipality shall be provided to Coastkeeper
10 within fourteen days of receipt by Techno West.

11 **III. ENVIRONMENTAL MITIGATION PROJECT, LITIGATION FEES AND**
12 **COSTS, AND STIPULATED PENALTIES AND INTEREST**

13 31. Compliance Monitoring and Oversight. Techno West agrees to partially
14 defray costs associated with Coastkeeper's monitoring of Techno West's compliance
15 with this Consent Decree in the amount of forty-five thousand dollars (\$45,000) for an
16 anticipated term of three years from the Effective Date. Further, such payment shall be
17 made within thirty days of the Effective Date. Payment shall be delivered via certified
18 mail or overnight delivery to: Orange County Coastkeeper, c/o Legal Department, 3151
19 Airway Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

20 32. Environmentally Beneficial Project. To remediate the environmental harms
21 alleged to have resulted from the allegations in the Notice Letter and Complaint, Techno
22 West agrees to make a payment of forty-five thousand dollars (\$45,000) to Huntington
23 Beach Wetlands Conservancy, 21900 Pacific Coast Highway, Huntington Beach, CA
24 92646. Techno West shall make such a payment within thirty days of the Effective Date.
25 Techno West shall provide Coastkeeper with a copy of such payment and copy
26 Coastkeeper and its attorneys on any related correspondence.

27 33. Coastkeeper's Fees and Costs. To partially reimburse Coastkeeper for its
28

1 investigation fees and costs, expert/consultant fees and costs, reasonable attorneys' fees,
2 and other costs incurred as a result of investigating and filing the lawsuit and negotiating
3 resolution of this matter, Techno West shall pay a total of ninety-five thousand dollars
4 (\$95,000) within thirty days of the Effective Date, delivered via certified mail or
5 overnight delivery to: Orange County Coastkeeper, c/o Legal Department, 3151 Airway
6 Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

7 34. Stipulated Payment. For any missed deadline, Coastkeeper shall promptly
8 notify Techno West in writing of the missed deadline and provide Techno West no fewer
9 than ten business days to cure. Techno West shall make a stipulated remediation payment
10 of one hundred dollars (\$100) per day for any and each missed deadline specified in this
11 Consent Decree not previously extended in writing by the Settling Parties or cured upon
12 notice by Coastkeeper. Payments for a missed deadline shall be made for the restoration
13 and/or improvement of the watershed in the area affected by Techno West's discharges
14 and shall be made to Huntington Beach Wetlands Conservancy and delivered via check
15 or wire transfer. Techno West agrees to make the stipulated payment within thirty days
16 of the missed deadline. Techno West shall provide Coastkeeper with a copy of each such
17 payment at the time it is made.

18 **IV. DISPUTE RESOLUTION**

19 35. Court Enforcement Authority. This Court shall retain jurisdiction over this
20 matter for the Term of this Consent Decree for the purposes of enforcing the terms and
21 conditions and adjudicating all disputes among the Settling Parties that may arise under
22 the provisions of this Consent Decree. The Court shall have the power to enforce this
23 Consent Decree with all available legal and equitable remedies, including contempt.

24 36. Meet and Confer. The Settling Parties shall at all times work informally in
25 good faith to address any issues that might arise concerning Techno West's compliance
26 with the General Permit and the Clean Water Act occurring or arising after the Effective
27 Date of the Consent Decree. However, a Settling Party shall be able to invoke the dispute
28

1 resolution procedures of this Section IV by notifying all other Settling Parties in writing
2 of the matter(s) in dispute and the disputing party's proposal for resolution. The Settling
3 Parties shall then meet and confer in good faith (either telephonically or in person) within
4 fourteen calendar days from the date of the notice in an attempt to fully resolve the
5 dispute within thirty days. The Settling Parties may, but are not required to, elect to
6 extend these time periods in an effort to resolve the dispute without court intervention.

7 37. Formal Resolution. If the Settling Parties cannot resolve a dispute through
8 the meet and confer process discussed above, the Settling Party initiating the dispute
9 resolution provision may invoke formal dispute resolution by filing a motion before the
10 United States District Court for the Central District of California. The Settling Parties
11 agree to request an expedited hearing schedule on the motion.

12 38. Fees and Costs. If intervention by the District Court is required, civil
13 penalties and litigation costs and fees incurred in conducting the meet and confer or
14 otherwise addressing and/or resolving any dispute, including an alleged breach of this
15 Consent Decree, shall be awarded to the prevailing or substantially prevailing party in
16 accordance with the standard established by Section 505 of the Clean Water Act, 33
17 U.S.C. §§ 1365(d) and 1319(d), applicable case law interpreting such provisions, or as
18 otherwise provided for by statute and/or case law.

19 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

20 39. Coastkeeper's Release. Upon the Effective Date of this Consent Decree,
21 Coastkeeper, on its own behalf and on behalf of its current and former officers, directors,
22 employees, and each of their successors and assigns, and its agents, attorneys, and other
23 representatives, hereby releases Defendant and each of its current and former officers,
24 directors, managers, members, employees, parents, subsidiaries, divisions, affiliates,
25 insurers, landlords, property owners, lenders, shareholders and each of their
26 predecessors, successors and assigns, and each of their agents, attorneys, consultants,
27 and other representatives, and waives all claims which were or could have been asserted
28

1 in Coastkeeper's Notice Letter and Complaint up to and including the Termination Date
2 of this Consent Decree.

3 40. Defendant's Release. Upon the Effective Date of this Consent Decree,
4 Defendant, on its own behalf and on behalf of its current and former officers, directors,
5 employees, members, and each of their successors and assigns, and their agents,
6 attorneys, and other representatives, hereby release Coastkeeper (and its current and
7 former officers, directors, employees, members, parents, subsidiaries, and affiliates, and
8 each of their successors and assigns, and its agents, attorneys, and other representatives),
9 and waives all claims which arise from or pertain to this action, including all claims for
10 fees (including fees of attorneys, experts, and others), costs, expenses or any other sum
11 incurred or claimed for matters related to, or which could have been asserted in response
12 to, Coastkeeper's Complaint up to and including the Termination Date of this Consent
13 Decree, except for fees, costs, expenses or any other sum incurred or claimed pursuant
14 to Paragraph 33 of this Consent Decree.

15 **VI. MISCELLANEOUS PROVISIONS**

16 41. No Admission of Liability. The Parties enter into this Consent Decree for
17 the purpose of avoiding prolonged and costly litigation on disputed claims. Neither this
18 Consent Decree, the implementation of additional BMPs, nor any payment made
19 pursuant to this Consent Decree shall constitute or be construed as a finding,
20 adjudication, admission, or acknowledgment of any fact, law, or liability, nor as an
21 admission of violation of any law, rule, or regulation. Defendant maintains and reserves
22 all defenses it may have to any alleged violations that may be raised in the future.

23 42. Force Majeure. No Settling Party shall be considered to be in default in the
24 performance of any of its respective obligations under this Consent Decree when
25 performance becomes impossible due to an event of Force Majeure. Force Majeure is
26 any event arising from: war; fire; earthquake; windstorm; flood or natural catastrophe;
27 civil disturbance; vandalism; pandemic or public health threat; sabotage or terrorism;
28

1 restraint by court order or public authority or agency; or action or non-action by, or
2 inability to obtain the necessary authorizations or approvals from, any governmental
3 agency. A Force Majeure shall not include normal inclement weather, economic
4 hardship, inability to pay, or employee negligence. Any Settling Party seeking to rely
5 upon this paragraph to excuse or postpone performance shall have the burden of
6 establishing that it could not reasonably have been expected to avoid the Force Majeure
7 event and that despite exercise of due diligence has been unable to overcome the failure
8 of performance. The Settling Parties shall exercise due diligence to resolve and remove
9 any Force Majeure event. Delay in compliance with a specific obligation under this
10 Consent Decree due to Force Majeure as defined in this paragraph shall not excuse or
11 delay compliance with any or all other obligations required under this Consent Decree.

12 43. Construction. The language in all parts of this Consent Decree shall be
13 construed according to its plain and ordinary meaning, except as to those terms defined
14 in the General Permit, the Clean Water Act, or specifically herein. The captions and
15 paragraph headings used in this Consent Decree are for reference only and shall not affect
16 the construction of this Consent Decree.

17 44. Choice of Law. The laws of the United States shall govern this Consent
18 Decree.

19 45. Severability. If any provision, paragraph, section, or sentence of this
20 Consent Decree is held by a court to be unenforceable, the validity of the enforceable
21 provisions shall not be adversely affected.

22 46. Correspondence. All documents and/or notices required herein or any other
23 correspondence pertaining to this Consent Decree shall be sent by electronic mail or, if
24 electronic mail transmission is not feasible, via certified U.S. Mail with return receipt, or
25 courier, as follows:

26 If to Coastkeeper:

27 Orange County Coastkeeper

28 Attn: Legal Department, Erin Barlow

1 Email: erin@coastkeeper.org
2 3151 Airway Avenue, Suite F-110
3 Costa Mesa, California 92626

4 If to Techno West:

5 Ruben Castellon
6 Email: rcastellon@raflawgroup.com
7 RAF Law Group
8 133 Vista Lane
9 Watsonville, CA 95076

10 With a copy to:
11 Alan Pott
12 Chris Radovich
13 Email: alan@technowestinc.com
14 Email: chris@technowestinc.com
15 1391 S. Allec Street
16 Anaheim, CA 92805

17 Any change of address shall be communicated in the manner described above for
18 giving notices. Notifications of communications shall be deemed submitted immediately
19 after receipt via email or the next business day after having been deposited with U.S.
20 mail or courier service.

21 47. Effect of Consent Decree. Nothing in this Consent Decree shall be
22 construed to affect or limit in any way Defendant's obligation to comply with all Federal,
23 State, and local laws and regulations governing any activity required by this Consent
24 Decree. Compliance with this Consent Decree shall not be deemed to constitute
25 compliance with the General Permit, the Clean Water Act, or any other law, rule, or
26 regulation.

27 48. Defendant's Assignment or Sale of Property. Subject only to the express
28 conditions contained in this Consent Decree, all the rights, duties, and obligations
contained in this Consent Decree shall inure to the benefit of and be binding upon the
Settling Parties, and their successors and assigns. In the event a Techno West transferee

1 or assign (“Techno West Assignee”) will continue industrial operations at the Facility,
2 Techno West shall notify Coastkeeper ten days in advance of the proposed transfer or
3 assignment (“the Assignment Notice”) and within ten days following the Assignment
4 Notice, Techno West will provide Coastkeeper with a written assignment and assumption
5 duly executed by Techno West and the Techno West Assignee assigning Techno West’s
6 obligations under this Consent Decree to the Techno West Assignee.

7 49. Counterparts. This Consent Decree may be executed in any number of
8 counterparts, all of which together shall constitute one original document. Email of a .pdf
9 signature, and/or facsimile copies of original signature shall be deemed to be originally
10 executed counterparts of this Consent Decree.

11 50. Modification of the Consent Decree. This Consent Decree, and any
12 provisions herein, may not be changed, waived, discharged, extended, or terminated
13 unless by a written instrument, signed by the Settling Parties.

14 51. Full Settlement. This Consent Decree constitutes a full and final settlement
15 of this matter.

16 52. Negotiated Settlement. The Settling Parties have negotiated this Consent
17 Decree and agree that it shall not be construed against the party preparing it but shall be
18 construed as if the Settling Parties jointly prepared this Consent Decree, and any
19 uncertainty and/or ambiguity shall not be interpreted against any one party.

20 53. Integration Clause. This is an integrated Consent Decree. This Consent
21 Decree is intended to be a full and complete statement of the terms of the agreement
22 between the Settling Parties and expressly supersedes any and all prior oral or written
23 agreements, covenants, representations, and warranties (express or implied) concerning
24 the subject matter of this Consent Decree.

25 54. Authority. The undersigned representatives for each Settling Party each
26 certify s/he is fully authorized by the Settling Party whom s/he represents to enter into
27 the terms and conditions of this Consent Decree. The Settling Parties certify that their
28

1 undersigned representatives are fully authorized to enter into this Consent Decree, to
2 execute it on behalf of the Settling Parties, and to legally bind the Settling Parties to its
3 terms.

4 55. Validity. The Settling Parties agree to be bound by this Consent Decree and
5 not to contest its validity in any subsequent proceeding to implement or enforce its terms.

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7 [Remainder of this page intentionally left blank]
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1 **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree
2 as of the date first set forth below.

3 **APPROVED AS TO CONTENT**

4
5 Dated: April 15, 2025

By: Garry Brown
Garry Brown
Founder & President
Orange County Coastkeeper

6
7
8 Dated: 5/5/2025, 2025

By: Alan Pott
Alan Pott
TWI- Techno West, Inc.

9
10
11
12 **APPROVED AS TO FORM**

13
14 Dated: April 15, 2025

By: Erin A. Barlow
Erin A. Barlow
Attorney for Orange County Coastkeeper

15
16
17 Dated: May 5, 2025

By: Ruben Castellón
Ruben Castellón
Attorney for TWI- Techno West, Inc.

18
19
20 **IT IS SO ORDERED.**

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

21
22 Dated: July 7, 2025, 2025

Serena R. Murillo
Honorable Judge Serena R. Murillo

Exhibit A

FACILITY ID #:	
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The facilities finish grade slopes east to west.

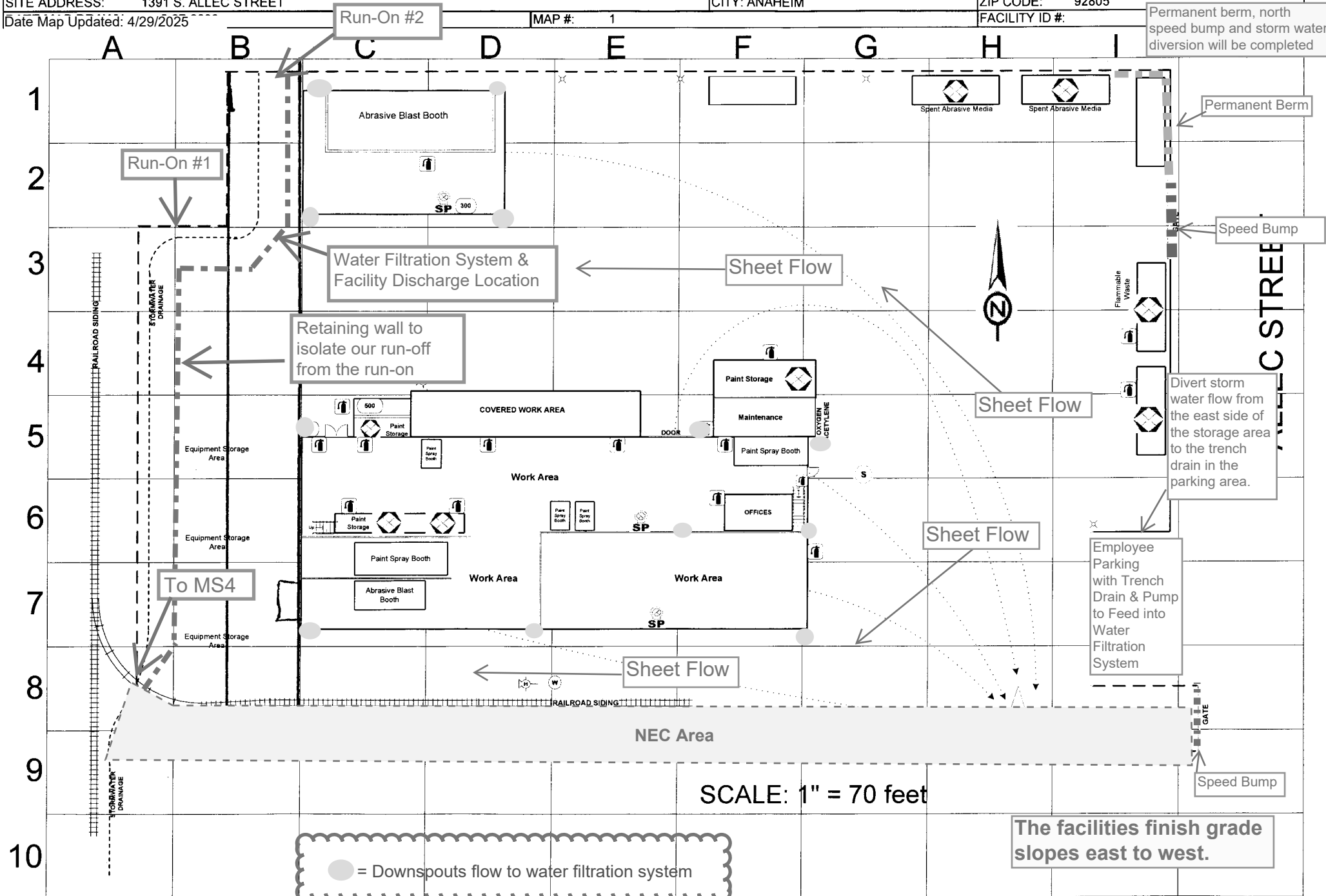


Exhibit B

Exhibit B

ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT

I understand that I am being given temporary entry to the following property (the "Site"):

1391 S. Allec Street located in Anaheim, California

In consideration of the forgoing, I agree to the following:

I acknowledge and agree that my entry onto the Site is entirely voluntary and at my own risk. Except for the intentional or negligent acts or omissions of Indemnified Parties, I agree to indemnify, defend, hold harmless and release TWI- Techno West, Inc., its shareholders, officers, directors, employees, agents, attorneys, successors, assigns, lenders, landlords, property owners, trustees, beneficiaries, and any other person(s) related to the Site or the activity at the Site (collectively "Indemnified Parties") from any and all demands, lawsuits, damages, claims, settlements, judgments, losses, liability, or expenses (including interest, attorney fees, and expert witness fees) for personal injury, illness (including without limitation potential exposure to any infectious or communicable disease, including but not limited to COVID-19), death, or property damage, caused by, arising from or related to my entry onto the Site.

I confirm that at the time of the site inspection that I do not have any infectious or communicable disease or symptoms of an infectious or communicable disease, including without limitation COVID-19 symptoms as outlined in current Centers for Disease Control guidance including: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea. I agree that if I have any of these symptoms at the time of the site inspection that I will either wear a face covering (covering both nose and mouth) or not participate in the site inspection.

I agree that I will wear personal protective equipment at the site inspection, including, but not limited to, the following: protective eye gear (goggles or glasses), reflective vest, and closed toe shoes (steel toe shoes).

I agree that I will not assign my rights or delegate my obligations under this Agreement and that there are no third-party beneficiaries.

I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND AND AGREE TO EACH AND EVERY PROVISION.

Signature: _____

Company: _____

Name: _____

Title: _____

Purpose of Visit: _____